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Corsair Gaming, Inc. d/b/a CORSAIR  
7  
8

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA  
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12 Corsair Gaming, Inc. d/b/a CORSAIR,

13 Plaintiff,

14 v

15 METRO ELECTRO INC.,

16 Defendant.  
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Civil Action No.

**COMPLAINT AND DEMAND FOR  
JURY TRIAL**

1 Plaintiff Corsair Gaming, Inc. d/b/a CORSAIR (“Plaintiff” or “CORSAIR”),  
2 by and through its undersigned counsel, complains of the conduct of Defendant  
3 Metro Electro Inc. d/b/a Amazon Seller Next Generation Tech (Amazon Seller ID:  
4 AV8O4Z9TF46IP) (“Defendant”) and alleges upon information and belief as  
5 follows:

6 **NATURE OF THIS ACTION**

7 1. CORSAIR seeks injunctive relief and monetary damages for  
8 Defendant’s false advertising, false designation of origin, and unfair competition  
9 arising under the Lanham Act, 15 U.S.C. § 1051, *et seq.*, common law conversion,  
10 and Business and Professions Code § 17200 *et seq.* from Defendant’s wrongful and  
11 infringing promotion and sale of CORSAIR’s products, including the sale of stolen  
12 goods, through online commerce sites including but not limited to, Amazon.com.  
13 Defendant’s conduct has produced and, unless enjoined by this Court, will continue  
14 to produce a likelihood of consumer confusion and deception, to the irreparable harm  
15 of CORSAIR.

16 **JURISDICTION AND VENUE**

17 2. This Court has jurisdiction over the subject matter of this Complaint  
18 pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1338(a) and (b), as these claims  
19 arise under the Trademark Laws of the United States.

20 3. Defendant is subject to personal jurisdiction in this forum because  
21 Defendant misrepresented the nature of products to residents of the State of  
22 California and this District; because Defendant has sold products to residents of the  
23 State of California and this District; because Defendant has caused injury to  
24 CORSAIR’s trademarks in the State of California and this District; because  
25 Defendant practices the unlawful conduct complained of herein, in part, within the  
26 State of California and this District; because CORSAIR advised Defendant via a  
27 cease and desist letter that it could be hailed into California to face litigation; because  
28 Defendant regularly conducts or solicits business within the State of California and

1 this District; because Defendant regularly and systematically directs electronic  
2 activity into the State of California and this District with the manifest intent of  
3 engaging in business within the State of California and this District, including the  
4 sale and/or offer for sale of products to Internet users within the State of California  
5 and this District, as well as, upon information and belief, entry into contracts with  
6 residents of the State of California and this District through the sale of items through  
7 various online retail platforms.

8 4. Similarly, venue is proper in this judicial district under 28 U.S.C. §  
9 1391.

### 10 **PARTIES**

11 5. Plaintiff Corsair Gaming, Inc. is a Delaware corporation with its  
12 principal place of business in Milpitas, California. CORSAIR designs, manufactures,  
13 and sells a variety of high-performance computer and gaming products in the United  
14 States under the “CORSAIR,” “elgato,” “ORIGIN PC,” “SCUF,” and “Drop” brand  
15 names (the “CORSAIR Products”).

16 6. Defendant Metro Electro Inc. is a New York corporation with its  
17 principal place of business located at 889 Metropolitan Ave, Brooklyn, NY 11206.  
18 Defendant does business or has done business within the State of California and this  
19 District through various online commerce sites, including, but not limited to,  
20 Amazon.com under the Amazon seller name “Next Generation Tech” (Seller ID:  
21 AV8O4Z9TF46IP). Defendant is an unauthorized reseller of CORSAIR Products.

### 22 **FACTS GIVING RISE TO THIS ACTION**

#### 23 **A. CORSAIR’s Trademark Usage**

24 7. The U.S. Patent and Trademark Office (“USPTO”) has issued several  
25 registrations for marks used with computer and gaming products (hereinafter, the  
26 “CORSAIR Marks”). The CORSAIR Marks include, but are not limited to:

Mark	Registration Date	Registration Number
CORSAIR	February 20, 2007	3,209,882

8. The CORSAIR Marks have been in continuous use since at least their respective dates of registration.

9. Said registrations are in full force and effect, and the CORSAIR Marks are incontestable pursuant to 15 U.S.C. § 1065.

10. CORSAIR advertises, distributes, and sells its products to consumers under the CORSAIR Marks.

11. The CORSAIR Marks were duly and legally issued, are valid and subsisting, and constitute *prima facie* evidence of the validity of the CORSAIR Marks.

12. CORSAIR has invested significant time, money, and effort in advertising, promoting, and developing the CORSAIR Marks throughout the United States and the world. As a result of such actions, CORSAIR has established substantial goodwill and widespread recognition in its CORSAIR Marks, and those marks have become associated exclusively with CORSAIR and its products by both customers and potential customers, as well as the general public at large.

13. To create and maintain goodwill among its customers, CORSAIR has taken substantial steps to ensure that products bearing the CORSAIR Marks are of the highest quality. As a result, the CORSAIR Marks have become widely known and are recognized throughout the State of California and this District, the United States, and the world as symbols of high quality products.

14. CORSAIR is not now, nor has it ever been, affiliated with Defendant, and Defendant is not authorized to use the CORSAIR Marks.

## B. Defendant's Infringing and Improper Conduct

15. Defendant has sold and is currently selling products bearing the CORSAIR Marks on several online retail platforms, including, but not limited to, Amazon.com (the "Websites").

16. CORSAIR has never authorized or otherwise granted Defendant permission to sell CORSAIR Products.

17. Defendant represents that the CORSAIR Products it offers for sale on the Websites are "new" despite the fact that they are stolen and/or non-genuine product of unknown origin.

18. Because Defendant purchases CORSAIR Products from unauthorized channel or black market channels, it is unaware of the condition or the prior chain of custody of the CORSAIR Products it sells. Therefore, all CORSAIR Products sold by Defendant are non-genuine products.

19. Below is an example of Defendant's product listings advertising products bearing the CORSAIR Marks to consumers in the United States on the Internet:

Elgato HD60 X - Stream and Record in 1080p60 HDR10 or 4K30 with Ultra-low Latency on PS5/Pro, PS4/Pro, Xbox Series X/S, Xbox One X/S, in OBS and More, Works with PC and Mac

Visit the Elgato Store  
4.5 ★★★★★ 4,064 ratings | Search this page  
Amazon's Choice Overall Pick  
3K+ bought in past month

-22% \$139<sup>95</sup>  
List Price: \$179.99

FREE Returns  
Get a \$80 Amazon Gift Card instantly upon approval for the Amazon Store Card. No annual fee. Available at a lower price from [other sellers](#) that may not offer free Prime shipping.

Style: HD60 X

Brand	Elgato
Hardware Interface	USB 3.0
Video Capture Resolution	1080p
Operating System	Windows, Mac
Recommended Uses For Product	recording

About this item

Add Prime to get Fast, Free delivery

\$139<sup>95</sup>  
FREE Returns  
FREE delivery Wednesday, June 4  
Or Prime members get FREE delivery Tomorrow, May 31. Order within 2 hrs 24 mins. [Join Prime](#)  
Arrives 15 days before Father's Day  
Delivering to Canton 02021 - Update location

In Stock

Quantity: 1

Add to Cart  
Buy Now

Ships from Amazon  
Sold by Next Generation Tech  
Returns 30-day



20. Defendant's advertisement of CORSAIR Products and use of the CORSAIR Marks provide customers with a false assurance that the products they purchase from Defendant conform with CORSAIR's high standards and work as intended, when in fact they are receiving non-genuine CORSAIR Products.

21. Defendant falsely advertises the CORSAIR Products it offers for sale and sells on the Internet to United States consumers using the CORSAIR Marks.

22. Specifically, Defendant advertises "new" CORSAIR Products but fulfills orders with stolen or non-genuine product of unknown origin.

23. Upon information and belief, Defendant is in possession of and selling stolen CORSAIR Products.

24. On or about May 22, 2025, Defendant advertised a "Elgato HD60 X" on its Amazon.com Seller Page.

25. CORSAIR purchased this product on the same day. Upon receipt of the product and further investigation, CORSAIR determined that the product's serial number matched to the serial number of a product from a stolen December 2024 CORSAIR shipment (the "Stolen Shipment").

1        26. Upon information and belief, Defendant is in possession of, has sold,  
2 and is currently selling stolen CORSAIR Products from the December 2024  
3 shipment.

4        27. Defendant knowingly advertises the stolen and/or non-genuine products  
5 as “new” to consumers in the United States. By doing so, Defendant falsely  
6 represents and/or creates the false impression that the products are authentic  
7 CORSAIR products when in fact, they are stolen or non-genuine product of unknown  
8 origin.

9        28. In addition to harm to consumers, the sale of stolen and non-genuine  
10 CORSAIR Products directly harms CORSAIR. When consumers purchase  
11 CORSAIR Products from Defendant, they expect that the products they receive are  
12 new and in proper working order. Instead, their image of CORSAIR is diminished  
13 because they receive stolen or non-genuine product of unknown origin. CORSAIR’s  
14 opportunity to sell genuine, high-quality products to those consumers may be lost  
15 forever. As a result of Defendant’s conduct, CORSAIR suffers substantial and  
16 irreparable harm to its brand, image, business, and goodwill with the public.

17        29. Offering CORSAIR Products as “new” despite the fact that they are  
18 stolen and/or non-genuine product of unknown origin results in poor brand  
19 experiences such as the above.

20        30. Defendant’s conduct results in consumer confusion, the dilution of  
21 CORSAIR’s goodwill and trade name, as well as lost sales and profits of actual  
22 “new” CORSAIR Products.

23 **C. Likelihood of Confusion and Injury Caused by Defendant’s Actions**

24        31. Defendant’s actions substantially harm CORSAIR by selling stolen  
25 CORSAIR Products and placing falsely advertised, unwarranted CORSAIR Products  
26 into the stream of commerce in the United States.

27        32. Defendant’s advertisement and sale of stolen and/or non-genuine  
28 products bearing the CORSAIR Marks has caused – and is likely to continue causing



1 – consumer confusion by representing to consumers that the CORSAIR Products  
2 offered by sale by Defendant are “new” when they are not.

3 33. Defendant’s advertisement and sale of stolen and/or non-genuine  
4 products bearing the CORSAIR Marks has caused – and is likely to continue causing  
5 – consumer confusion and disappointment regarding CORSAIR’s sponsorship or  
6 approval of those products, creating a false designation of origin in the minds of  
7 consumers.

8 34. Defendant’s actions substantially harm CORSAIR’s goodwill and  
9 reputation when consumers learn that the products bearing the CORSAIR Marks they  
10 have purchased from Defendant are not as advertised and from a far less reputable  
11 reseller than it appeared.

12 35. Defendant’s conduct results in consumer confusion as well as the  
13 dilution of CORSAIR’s goodwill and trade name, as consumers are not receiving the  
14 products they believe they are purchasing.

15 36. Defendant’s conduct as described herein results in the lessening of sales  
16 of genuine, properly advertised CORSAIR Products, to the detriment of CORSAIR.

17 37. As a result of Defendant’s actions, CORSAIR is suffering a loss of the  
18 enormous goodwill it created in the CORSAIR Marks.

19 38. Defendant continues to commit the acts complained of herein, and  
20 unless restrained and enjoined, will continue to do so, all to CORSAIR’s irreparable  
21 harm.

## 22 **COUNT I**

### 23 **False Designation of Origin in Violation of 15 U.S.C. § 1125(a)**

24 39. CORSAIR hereby realleges each and every allegation contained in the  
25 foregoing paragraphs as if fully set forth herein.

26 40. This is a claim for false designation of origin under 15 U.S.C. § 1125(a).  
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1           41.    CORSAIR engages in interstate activities designed to promote its goods  
2 and services sold, as well as the goodwill associated with the CORSAIR Marks,  
3 throughout the United States.

4           42.    The CORSAIR Marks have been, and will continue to be, known  
5 throughout the United States as identifying and distinguishing CORSAIR's products  
6 and services.

7           43.    By selling or distributing products using the CORSAIR Marks that are  
8 different from those sold by CORSAIR as alleged herein, Defendant is engaging in  
9 unfair competition, falsely designating the origin of its goods and services, and/or  
10 falsely representing sponsorship by, affiliation with, or connection to CORSAIR and  
11 its goods and services in violation of 15 U.S.C. § 1125(a).

12           44.    By advertising or promoting products using the CORSAIR Marks that  
13 are different from those sold by CORSAIR as alleged herein, Defendant is  
14 misrepresenting the nature, characteristics, and qualities of its goods and services in  
15 violation of 15 U.S.C. § 1125(a).

16           45.    Defendant's continued use of the CORSAIR Marks constitutes the use  
17 in interstate commerce of a word, term, name, symbol, or device, or any combination  
18 thereof, or false designation of origin, in connection with the sale, or offering for sale,  
19 of goods in violation of 15 U.S.C. § 1125(a)(1)(A).

20           46.    Defendant has used, and continues to use, the CORSAIR Marks to sell  
21 products that are different from those sold by CORSAIR in the United States, thereby  
22 creating a false designation of origin in violation of 15 U.S.C. § 1125(a), and  
23 Defendant's activities have caused and, unless enjoined by this Court, will continue  
24 to cause a likelihood of confusion and public deception in the marketplace, and injury  
25 to CORSAIR's goodwill and reputation as symbolized by the CORSAIR Marks, for  
26 which CORSAIR has no adequate remedy at law.

47. Defendant's actions demonstrate an intentional, willful, and malicious intent to trade on the goodwill associated with the CORSAIR Marks, thereby causing immediate, substantial, and irreparable injury to CORSAIR.

48. By selling and advertising products under the CORSAIR Marks that are different from those sold by CORSAIR, Defendant is using the CORSAIR Marks in connection with the sale, offering for sale, distribution, and/or advertising of goods and services to the public, without CORSAIR's consent. Defendant is falsely designating the origin of its goods and services and/or falsely representing sponsorship by, affiliation with, or connection to, CORSAIR and its goods and services in violation of 15 U.S.C. 1125(a). Accordingly, CORSAIR is entitled to a judgment of three times its damages and Defendant's ill-gotten profits, together with reasonable attorneys' fees, pursuant to 15 U.S.C. § 1117(a).

49. As a direct and proximate result of Defendant's actions, CORSAIR has been, and continues to be, damaged by Defendant's activities and conduct. Defendant has profited thereby, and unless their conduct is enjoined, CORSAIR's reputation and goodwill will continue to suffer irreparable injury that cannot adequately be calculated or compensated by money damages. Accordingly, CORSAIR is entitled to injunctive relief pursuant to 15 U.S.C. § 1116.

## COUNT II

## False Advertising in Violation of 15 U.S.C. § 1125(a)

50. CORSAIR hereby realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

51. Defendant has made and distributed, in interstate commerce and in this District, product listings and advertisements that contain false or misleading statements of fact regarding its products. These advertisements contain actual misstatements and/or misleading statements, including the authenticity, origin, and condition of these products. These false statements actually deceive, or have a tendency to deceive, a substantial segment of CORSAIR's customers and potential

1 customers. This deception is material in that it is likely to influence the purchasing  
2 decisions of CORSAIR's customers.

3 52. Defendant's false and misleading advertisements violate Section 43 of  
4 the Lanham Act, 15 U.S.C. § 1125(a).

5 53. Defendant, as described more fully above, has caused, and will continue  
6 to cause, immediate and irreparable injury to CORSAIR for which there is no  
7 adequate remedy at law. As such, CORSAIR is entitled to an injunction under 15  
8 U.S.C. § 1116 restraining Defendant, its distributors, retailers, agents, employees,  
9 representatives, and all persons acting in concert with it, from engaging in further  
10 acts of false advertising, and ordering removal of all Defendant's false  
11 advertisements.

12 54. Defendant's actions demonstrate an intentional, willful, and malicious  
13 intent to trade on the goodwill associated with the CORSAIR Marks, thereby causing  
14 immediate, substantial, and irreparable injury to CORSAIR.

15 55. Pursuant to 15 U.S.C. § 1117, CORSAIR is entitled to recover from  
16 Defendant the damages sustained by CORSAIR as a result of Defendant's acts in  
17 violation of Section 43 of the Lanham Act.

18 56. Pursuant to 15 U.S.C. § 1117, CORSAIR is also entitled to recover from  
19 Defendant the gains, profits, and advantages that they have obtained as a result of its  
20 unlawful acts. CORSAIR is presently unable to ascertain the full amount of the gains,  
21 profits, and advantages Defendant has obtained by reason of its unlawful acts.

22 57. Pursuant to 15 U.S.C. § 1117, CORSAIR is further entitled to recover  
23 the costs of this action. Moreover, CORSAIR is informed and believes that  
24 Defendant's conduct was undertaken willfully and with the intention of causing  
25 confusion, mistake, or deception, making this an exceptional case entitling  
26 CORSAIR to recover additional damages and reasonable attorneys' fees.

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**COUNT III**

**Common Law Conversion**

58. CORSAIR hereby realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

59. CORSAIR has an ownership and possessor interest in its products.

60. Defendant is in possession of products stolen from CORSAIR.

61. Defendant is not entitled to CORSAIR's property in any way.

62. Defendant intentionally, improperly, and unlawfully exercised dominion and control over CORSAIR's Products by offering to sell and selling the stolen CORSAIR Products.

63. As a direct and proximate result of the foregoing willful, wanton, reckless, and malicious conduct of Defendant, CORSAIR's property has been misappropriated and CORSAIR has incurred substantial economic loss.

**COUNT IV**

**Violation of Business and Professions Code § 17200 *et seq.***

64. CORSAIR hereby realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

65. The California Unfair Competition Law, codified at Business and Professions Code § 17200, *et seq.*, prohibits any unlawful, unfair, or fraudulent business act or practice.

66. Defendant's acts, omissions, misrepresentations, and/or practices constitute unlawful, unfair, and/or fraudulent business acts and practices within the meaning of California Business & Professions Code § 17200, *et seq.*

67. Defendant's misconduct has a tendency and likelihood to deceive members of the public.

68. The foregoing acts and practices have caused substantial harm to CORSAIR.

69. As a direct and proximate cause of the unlawful, unfair, and fraudulent acts and practices of Defendant, CORSAIR has lost money and suffered injury in fact and damage in the form of lost sales revenue, fees, and other costs.

70. Defendant's conduct constitutes fraud, suppression and/or concealment, and misrepresentation of material facts known to it, with the intent of inducing reliance and thereby depriving CORSAIR of property and/or legal rights or otherwise causing injury. Defendant's conduct subjected CORSAIR to unjust hardship in conscious disregard of the Plaintiff's rights, such as to constitute malice, oppression, or fraud under California Civil Code § 3294, thereby entitling CORSAIR to an award of exemplary and punitive damages in an amount appropriate to punish or set an example of Defendant.

**WHEREFORE**, CORSAIR prays for judgment against Defendant as follows:

A. Finding that, (i) as to Count I, Defendant's unauthorized sale of CORSAIR Products constitutes a false designation of origin, in violation of 15 U.S.C. § 1125(a); (ii) as to Count II, Defendant's false advertisement of CORSAIR Products constitutes false advertising, in violation of 15 U.S.C. § 1125(a); (iii) as to Count III, Defendant's sale of CORSAIR products constitutes Conversion; and (iv) as to Count IV, Defendant's actions constitute a violation of California law, resulting in Defendant, its officers, agents, servants, employees, attorneys, and any other persons or entities acting in concert or participation with Defendant, including but not limited to any online platform such as Amazon.com or any other website, website host, website administrator, domain registrar, or internet service provider, being preliminarily and permanently enjoined from:

- i. Using or attempting to use, any of CORSAIR's intellectual property, including, but not limited to, the CORSAIR Marks;
- ii. Advertising, selling, or taking any steps to sell, any products bearing the CORSAIR Marks in an improper manner;

1           iii. Engaging in any activity constituting unfair competition with  
2           CORSAIR; and

3           iv. Inducing, assisting, or abetting any other person or entity in engaging  
4           in or performing any of the business activities described in the  
5           paragraphs above.

6       B. Award CORSAIR its damages suffered as a result of Defendant's acts and  
7       treble said damages as provided by law pursuant to 15 U.S.C. § 1117 and/or  
8       California Business and Professions Code § 17200 *et seq.*;

9       C. Award CORSAIR Defendant's profits as a result of Defendant's acts and  
10      treble said damages as provided by law pursuant to 15 U.S.C. § 1117 and/or  
11      California Business and Professions Code § 17200 *et seq.*;

12      D. Award CORSAIR exemplary and punitive damages in an appropriate  
13      amount;

14      E. Enter judgment that Defendant's acts of infringement have been knowing  
15      and willful;

16      F. Award CORSAIR its reasonable attorneys' fees in bringing this action as  
17      allowed by law;

18      G. Award CORSAIR pre-judgment and post-judgment interest in the maximum  
19      amount allowed under the law;

20      H. Award CORSAIR the costs incurred in bringing this action; and

21      I. Award CORSAIR such other relief as this Court deems just and proper.

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**DEMAND FOR JURY TRIAL**

CORSAIR hereby requests trial by jury on all claims so triable.

Dated: June 3, 2025

K&L GATES LLP

By: /s/ K. Taylor Yamahata

Jason N. Haycock  
K. Taylor Yamahata

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Corsair Gaming, Inc. d/b/a CORSAIR